

ORIGINAL



0000042136

Beaver Dam Water Inc.

P.O. Box 550 Beaver Dam, AZ 86432
1-928-347-5000 Facsimile 1-928-347-5003

RECEIVED

2002 JUN -3 A 11:47

AZ CORP COMMISSION
DOCUMENT CONTROL

May 28, 2002

Docket Control Center
Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007

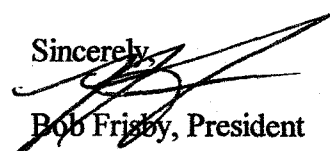
RE: DOCKET NO: W-03067A-01-0343 DECISION NO: 64662 DATED 03/25/2002

This letter is in response to a "Compliance Notice Report, Dated March 28, 2002. Compliance Due Date 4/24/2002. Enclosed find 10 copies as follows:

1. Mohave County franchise agreements for all extension areas Exhibit "A"
2. Arizona Department of Water Resources Adequate Water Supply Certificate Clive Green Subdivision.

The enclosed items should complete Compliance Notice requirements March 28, 2002.
Please advise us if you need additional information.

Sincerely,


Bob Frisby, President
Beaver Dam Water Inc.,

Arizona Corporation Commission

DOCKETED

JUN 03 2002

DOCKETED BY



ARIZONA DEPARTMENT OF WATER RESOURCES

Hydrology Division

500 North Third Street, Phoenix, Arizona 85004

Telephone (602) 417-2448

Fax (602) 417-2425



JANE DEE HULL
Governor

RITA P. PEARSON
Director

July 24, 1998

Mr. Roy Tanney
Director of Real Estate Subdivisions
Arizona Department of Real Estate
2910 N. 44th Street
Phoenix, Arizona 85018

RE: Virgin Acres, Mohave County
Water Adequacy Report #22-300485

Dear Mr. Tanney:

Pursuant to A.R.S. § 45-108, Mr. David L. Clive, Jr., has provided the Department of Water Resources with information on the water supply for Virgin Acres, Section 32 of T41N, R15W, G&SR B&M. The subdivision is located adjacent Beaver Dam Wash about three miles north of Littlefield.

Water for domestic use will be provided to each of the 65 lots in the subdivision by the Beaver Dam Water Company from wells within its service area. Adequacy of supply was reviewed by the Department with regard to quantity, quality, and dependability.

Because the subdivision lies outside the service-area boundary of the Beaver Dam Water Company, the Department must find the supply to be *inadequate* for the proposed use.

A.R.S. § 32-2181.F. requires a summary of the Department's report for dry lot subdivisions or those with an *inadequate* water supply be included in all promotional material and contracts for sale of lots in the subdivision. We suggest the following synopsis:

"Virgin Acres is a residential subdivision with a water supply to be provided by the Beaver Dam Water Company. The water company receives sufficient quantities of water from wells which penetrate the younger alluvium of the Beaver Dam Wash aquifer. Groundwater quality should be acceptable for domestic use, although total dissolved solids (TDS), which affects taste, may exceed the recommended secondary contaminant level. Because the subdivision is not within the certificated area of the water company, the Department of Water Resources finds the subdivision's water supply to be *inadequate*."

The developer, pursuant to A.R.S. § 32-2181.F., may suggest a different summary of this report; however, it must contain the above elements and/or the Department's findings. Any change to the above subdivision or to its water supply plans may invalidate this decision.


This letter, which constitutes the Department of Water Resources' report on the subdivision's water supply, is being forwarded to your office as required by A.R.S. § 45-108. This law requires the developer to hold the recordation of the subdivision's plats until receipt of the Department's report on the subdivision's water supply. By copy of this report, the Mohave County recorder officially is being notified of the developer's compliance with the law.

Page 2
Mr. Roy Tanney
July 24, 1998

This is an appealable agency action. The applicant is entitled to appeal this action. The rights to appeal are described in the *Notice of Right of Appeal*.

If you have any questions related to this matter, please call Genie Howell at (602)417-2448.

Sincerely,



Greg Wallace
Chief Hydrologist

GW/GH/lt
201793

cc: Mr. David L. Clive, Jr., *enclosure*
Ms. Mary D. Rutz
Beaver Dam Water Company
Mr. Bob Frisby, Beaver Dam Water Company
Ms. Joan McCall, Mohave County Recorder
Ms. Christine Ballard, Mohave County Planning & Zoning
Ms. Tami Gustafson, ADEQ Technical Review Unit
Mr. Steve Rossi, ADWR

MOHAVE COUNTY BOARD of SUPERVISORS

P.O. Box 7000

Website - www.co.mohave.az.us

809 East Beale Street

Kingman, Arizona 86402-7000

TDD - (520) 753-0726

District 1

Pete Byers

(520) 753-0722

District 2

Tom Sockwell

(520) 758-0713

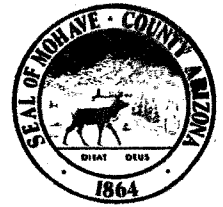
District 3

Buster D. Johnson

(520) 453-0724

Interim County Manager
Richard A. Skalicky, P.E.
Telephone (520) 753-0729
FAX (520) 753-5103

Clerk of the Board
Patsy A. "Pat" Chastain
Telephone (520) 753-0731
FAX (520) 753-0732



April 19, 2001

Robert Frisby
Beaver Dam Water Company
PO Box 550
Beaver Dam, AZ 86432

RE: Water Franchise

Dear Mr. Frisby:

Please be advised at the Mohave County Board of Supervisors Meeting held April 16, 2001, the Board approved the water system franchise request for additional area for Beaver Dam Water Company, Inc.

Attached is the new agreement. Under Section 14 of the franchise agreement: Franchisee will provide, to the Clerk of the Board of Mohave County, a Certificate of Insurance naming the County as additional insured. Please provide an updated Certificate of Insurance.

Should you have any questions in this regard, please feel free to call at 520-753-0731.

Sincerely,

FOR THE BOARD OF SUPERVISORS

Pat Chastain, Clerk of the Board

Attachments

XC: Mohave County Planning & Zoning
Mohave County Public Works

**FRANCHISE AGREEMENT
and
FRANCHISE
for
PUBLIC SERVICE CORPORATIONS**

Date of Franchise: 04-16-2001
Term of Franchise: 25 years
Renewal Date Option: 04-16-2026

This is a Franchise Agreement between the County of Mohave, State of Arizona, and Beaver Dam Water Co., authorizing the location, construction, maintenance and operation of Water System within the unincorporated areas of Mohave County. This Franchise specifically grants to Beaver Dam Water Co. the privilege of using the Public Rights-of-Way and Easements of Mohave County in accordance with established policies, practices, and procedures of Mohave County and its several departments.

RECITALS

WHEREAS, the Mohave County Board of Supervisors has the duty and responsibility to protect the health, safety and welfare of the residents of Mohave County; and

WHEREAS, the Mohave County Board of Supervisors has the duty and responsibility to assure that Public Rights-of-Way and Easements of Mohave County are used in a responsible manner consistent with the best interests of the residents of Mohave County; and

WHEREAS, the Mohave County Board of Supervisors strives to authorize the use of the Public Rights-of-Way and Easements of Mohave County in a uniform manner among all users; and

WHEREAS, the Mohave County Board of Supervisors deems this form of Franchise Agreement and Franchise to be fair, reasonable and appropriate for Public Service Corporations;

NOW, THEREFORE, the Mohave County Board of Supervisors and Beaver Dam Water Co. do hereby state, promise and agree as follows:

SECTION 1. DEFINITIONS.

As used in this Franchise Agreement and Franchise, the following terms have been agreed to have the meanings indicated:

- A. "Agreement" means this Franchise Agreement and Franchise.
- B. "Area of Jurisdiction" means that part of Mohave County for which this Franchise is granted.
- C. "Board" means the Mohave County Board of Supervisors.
- D. "County" means Mohave County, Arizona.
- E. "Emergency" means any occurrence that may arise without prior notice to Franchisee.
- F. "Franchise" means this Franchise Agreement and Franchise.
- G. "Franchisee" means_____.
- H. "Franchising Authority" means the Mohave County Board of Supervisors.
- I. "Franchise Property" means all materials, equipment, and facilities of Franchisee located, constructed, maintained, and/or operated in the Public Rights-of-Way and Easements of Mohave County pursuant to the terms and conditions of this Franchise Agreement and Franchise.
- J. "Gross Annual Receipts" means any compensation derived from any Subscriber or User in payment for delivery of a product or services from Franchisee. This meaning shall not include any taxes collected by Franchisee and transmitted to a governmental agency, and it shall not include any amounts collected by Franchisee by virtue of the Franchise Fee provisions of this Franchise.
- K. "Intergovernmental Agreement" means the joint exercise of powers authorized by Title 11, Chapter 7, Article 3 of Arizona Revised Statutes.
- L. "Public Rights-of-Way and Easements" means that real property located within unincorporated areas of Mohave County within which the Mohave County Board of Supervisors has the power and authority to grant a Franchise.
- M. "Rights-of-Way and Easements" shall mean the surface of, the space above, and the space below the Public Rights-of-Way and Easements reasonably necessary to construct, operate, and maintain the Franchise Property.

N. "Service Area" means the unincorporated areas of Mohave County in which the Franchisee delivers the service for which this Franchise is granted.

O. "Subscriber or User" means any person or entity receiving, for any purpose, the services of the Franchisee.

Section 2. GRANTING OF FRANCHISE.

A non-exclusive Franchise is hereby granted to Franchisee for the purpose of locating, constructing, and maintaining Franchise Property in the unincorporated area of Mohave County. This Franchise shall include the authority, privilege, and power to construct, operate, and maintain all necessary Franchise Property in, over, under, across, and upon the Public Rights-of-Way and Easements consistent with the terms and conditions of this Franchise.

Section 3. TERM OF FRANCHISE.

This Franchise shall be for an initial term of twenty five (25) years beginning on the date of Board approval. This term may be extended only by reapplication and grant of an extension. Application for an extension shall be submitted to the Board no sooner than three hundred sixty-five (365) days, nor later than one hundred twenty (120) days, prior to the expiration date of this Franchise.

Section 4. TERMS AND CONDITIONS.

This Franchise shall be subject to the following conditions:

A. This Franchise shall not be deemed to limit the authority of the Board to include other conditions or restrictions which may be necessary for the protection of the health, safety and welfare of the residents of the County and/or for the efficient administration of the Rights-of-Way and Easements in general.

B. This Franchise is non-exclusive.

C. The Board has granted this Franchise in reliance upon the Franchisee's business skill, reputation, financial capacity, and character. Accordingly, this Franchise and/or any interest hereunder, shall not be assigned, transferred, conveyed, or otherwise encumbered without the express written consent of the Board. Failure of performance by the Franchisee of any of the terms and conditions of this Franchise may be cause for termination of this Franchise pursuant to Section 16 of this Agreement.

D. No privilege or exemption shall be granted or inferred unless specifically set forth in this Franchise.

E. Any privilege claimed under this Franchise by the Franchisee in any Right-of-Way or Easement shall be subordinated to any prior lawful occupancy of the Right-of-Way or Easement.

F. Prior to commencing any activity authorized by this Franchise, the Franchisee shall submit plans and specifications for such activity to the County Public Works Director for approval; provided, however, whenever Franchisee is required to undertake emergency activities required to protect the health, safety and welfare of the public and/or the safety and reliability of the Franchise Property, Franchisee shall notify the County Public Works Director not later than twenty four (24) hours after notice of the emergency; and provided further, however, should such emergency present an immediate threat or danger to the health, safety and welfare of the public, Franchisee shall notify the County Manager or the County Public Works Director or the County Emergency Services Coordinator or the Chairman of the Board within one (1) hour of notice of the emergency.

G. Any failure of the Board, or its agents, to promptly enforce compliance of the terms and/or conditions of this Franchise shall not be deemed a waiver of such terms and/or conditions.

H. The Franchisee shall have no recourse against the Board or its agents for any loss, cost, expense, or damage arising out of any term, condition or enforcement of this Franchise.

I. The Franchisee shall be subject to all County rules, regulations and/or specifications pertaining to the use of Public Rights-of-Way and Easements which may be adopted from time to time by the Board.

J. Prior to the grant of this Franchise by the Board, and annually thereafter, Franchisee shall submit to the Board a complete financial statement that reflects the current financial status of the Franchisee and a list of names and addresses of proprietors, owners, or beneficial shareholders who hold more than a ten percent (10%) interest in the corporation, organization, or regulated entity.

SECTION 5. RECORDS TO BE KEPT AND MAINTAINED; REPORTS; INSPECTION OF RECORDS.

A. Franchisee shall prepare and furnish to the Board, or its agents, such reports and records of its operations, affairs, transactions and/or property as the Board deems necessary or appropriate for the enforcement of performance by the Franchisee according to the terms and conditions of this Franchise.

B. Franchisee shall keep and maintain within the County, and make available for County inspection upon reasonable request, full and complete plans and records showing the exact location of all Franchise Property installed and/or in use in the Public Rights-of-Way and Easements.

C. Franchisee shall file with the County Public Works Director, on or before the 31st day of December of each year, a map and/or a set of plans showing all Franchise Property installed and/or in use in the Public Rights-of-Way and Easements current as of the immediately preceding November 30th.

D. Franchise shall keep its Franchise Property in good operating condition, and Franchisee shall cause all customer complaints to be duly investigated and, where the circumstances warrant, corrected within a reasonable period of time. Records reflecting such complaints, and the time and manner in which they are resolved, shall be maintained by the Franchisee for at least one (1) year and shall be made available for inspection by the Board or its agents upon reasonable request.

SECTION 6. INSTALLATION STANDARDS.

A. Franchisee shall be responsible for meeting all County, State, Federal, and local installation standards.

B. Any other provision of this Franchise notwithstanding, all installations of Franchise Property shall be made in a safe and workmanlike manner and maintained in good condition at all times. Except for the conduct of normal construction and repair activities, all such installations of Franchise Property shall be approximately placed so as not to interfere in any manner with the rights of the public or individual property owners and shall not interfere with the use of public property by the public and shall not obstruct or impede traffic. The Board reserves the right of regulation of the erection and construction of any Franchise Property, by Franchisee and its agents or employees, and to designate where such Franchise Property shall be placed. Franchisee agrees to make changes in its plans, specifications and/or Franchise Property to conform with all requirements of the Board.

C. Franchisee shall be responsible for obtaining all necessary licenses, certificates, permits and approvals from all government authorities having jurisdiction over the activities to be conducted under this Franchise.

SECTION 7. UNDERGROUND LINES.

Franchisee shall, at its own expense, place its lines underground in areas which it serves where telephone and electric power lines are, or are required to be, underground.

SECTION 8. LOCATION OF FRANCHISE PROPERTY.

Franchise Property shall be constructed or installed in Public Rights-of-Way and Easements of the County only at such locations and in such manner as shall be approved by the Board or its agents. Construction or installation of Franchise Property shall be in accordance with all Federal, State, and County laws and regulations.

SECTION 9. REPAIR OF ROADS, STREETS, RIGHTS-OF-WAY AND EASEMENTS.

Franchisee shall, at its own expense, promptly repair and restore any and all roads, streets, sidewalks or other public and/or private property altered, damaged, or destroyed by Franchisee in exercising the privileges granted herein to Franchisee.

SECTION 10. FAILURE TO PERFORM AS REQUIRED IN SECTION 9 ABOVE.

A. Upon failure of Franchisee, and its agent or employees, to complete any work required by this Franchise, the Board or its agents may notify Franchisee of non-compliance by registered mail. Franchisee shall have fourteen (14) days from the receipt of the notice to complete the repairs or to enter into an agreement with the Board and/or its agents for the completion of the repairs.

B. If, in the opinion of the County Director of Public Works and/or the County Manager, the failure to repair or complete construction presents a serious and immediate danger to the public health, safety and welfare, they, separately or together, may take immediate action to mitigate the damage. All costs associated with such actions will be the sole responsibility of Franchisee, and Franchisee shall reimburse the County for such costs within thirty (30) days after receipt of an itemized bill.

SECTION 11. REMOVAL AND ABANDONMENT OF FRANCHISE PROPERTY.

A. In the event the use of any Franchise Property is discontinued for a continuous period of twelve (12) months and Franchisee is unable to reasonably demonstrate the usefulness of such Franchise Property for future use, Franchisee shall either remove such Franchise Property or abandon such Franchise Property in place.

B. In the event Franchise Property is installed in violation of any requirements of this Franchise, and Franchisee fails to take reasonable measures to cure such violation within thirty (30) days after written notice of such violation, Franchisee shall either remove such Franchise Property or abandon such Franchise Property in place.

C. Franchise Property to be abandoned in place shall be abandoned in accordance with applicable law. Upon abandonment of Franchise Property in place, Franchisee shall submit to the Board an instrument satisfactory to the Board transferring the ownership of such Franchise Property to the County.

SECTION 12. CHANGES REQUIRED BY PUBLIC IMPROVEMENTS.

Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the same street, alley or public place, any Franchise Property when required by the Board or its agents by reason of County public improvements; provided, however, Franchisee shall have the right to abandon Franchise Property as provided in Section 11 above.

SECTION 13. INDEMNIFICATION OF COUNTY.

Franchisee shall defend the County against all claims for injury to any person or property caused by the negligence of Franchisee, its agents and/or employees, in the construction or operation of Franchise Property, and, in the event of a determination of liability, shall indemnify the County, the Board, its agents and/or employees. More particularly, Franchisee, its successors and assigns, does hereby agree to indemnify and hold harmless the County, the Board and/or its agents and employees, from any and all liability, claim, demand or judgment arising out of any injury to any person or property as a result of a violation or failure on the part of Franchisee, its successors and assigns, to observe their proper duty or because of negligence in whole or in part arising out of the construction, repair, extension, maintenance, or operation of Franchise Property of any kind or character used in connection with this Franchise.

SECTION 14. LIABILITY INSURANCE REQUIRED.

Franchisee agrees that, at all times during the existence of this Franchise, Franchisee will carry a minimum of \$1,000,000 in excess liability insurance on a combined single limit basis above any permitted self-insured retention. Self-insured retention shall be permitted so long as Franchisee continues to report to the Securities and Exchange Commission of the United States a Total Assets amount in excess of \$100,000,000. The insurance coverage required by this Section shall be provided by one or more insurers permitted under Title 20 or Arizona Revised Statutes to transact insurance business. Further, Franchisee shall provide, to the Clerk of the Board of Mohave County, a Certificate of Insurance naming the County, the Board and/or its agents and employees as additional insured. The Certificate will provide for notification to the Clerk of the Board of Mohave County prior to any change in said policy, or cancellation of said policy, for any reason including nonpayment of premiums.

SECTION 15. FRANCHISE FEE.

A. Franchisee shall pay to the County an annual Franchise Fee in an amount equal to two percent (2%) of Franchisee's Gross Annual Receipts derived from the operation of Franchise Property so long as the Board shall have the authority to levy a Franchise Fee. Further, Franchisee shall not be required to pay to the County any other Franchise fee or Permit fee in connection with this Franchise. There shall be no offsets for any other taxes or assessments, i.e., sales tax, fuel tax, personal property tax, general ad valorem property tax, special assessments for local improvements or any other tax or assessment not directly related to the use of the Public Rights-of-Way and Easements that may be required of Franchisee by any governmental agency.

B. The annual Franchise Fee shall be paid no later than the first (1st) day of May following each calendar year during the term of this Franchise. All such payments shall be made to the Mohave County Finance Department, P.O. Box 7000, Kingman, Arizona 86402-7000. So long as the Board shall have the authority to levy a Franchise Fee, failure to pay such Franchise Fee by the first (1st) day of May following the calendar year is a material breach of this Franchise Agreement and is subject to the termination provisions of Section 16 hereinafter.

C. The Board shall have the right to inspect and audit all Franchisee's books and records which may be necessary in determining Franchisee's Gross Annual Receipts derived from the use of the Public Rights-of-Way and Easements and the right of audit and recomputation of any amount paid under this Section; provided, however, that the right of recomputation shall be limited to the two (2) calendar years immediately preceding the initiation of any such audit. Financial statements required by this Franchise Agreement for each calendar year shall be submitted annually on or before April 15 of each year. No acceptance of any payment shall be construed as a release or accord and satisfaction of any claim the County may have for further or additional sums payable under this Section or for the performance of any obligation under this Franchise Agreement.

D. The percentage of Gross Annual Receipts set forth in this Section and the insurance requirements set forth in Section 14 above shall be subject to reevaluation by the Board every fifth year of this Franchise; provided, however, that no reevaluation shall occur so long as Franchisee continues to report to the Securities and Exchange Commission of the United States a Total Assets amount in excess of \$100,000,000.

If reevaluation of the amounts due under this Section or the insurance requirements set forth in Section 14 above should result in a dispute between the parties, the dispute shall be presented to a neutral Arbitration Board for decision and settlement.

The Arbitration Board shall consist of either one person mutually acceptable to the parties to this Franchise Agreement or to the American Arbitration Association. In the event of arbitration, the parties shall each pay their individual costs for such arbitration. The standard procedures and policies of arbitration shall apply in all cases.

SECTION 16. TERMINATION.

A. This Franchise Agreement and Franchise may be terminated by the mutual consent of the Board and the Franchisee evidenced by a writing.

B. This Franchise Agreement and Franchise, and all rights granted hereunder, may be terminated by the Board upon any breach of the terms and conditions hereof by Franchisee and Franchisee's failure to undertake reasonable measures to cure such breach within thirty (30) days subsequent to Franchisee's receipt of written notice of such breach. Written notice shall be by registered mail.

SECTION 17. OTHER PROVISIONS.

Franchise shall keep a copy of its current Tariffs applicable to Subscribers or Users in Mohave County on file with the Clerk of the Board of Mohave County.

SECTION 18. RESERVATION OF POWERS.

A. There is hereby reserved to the Board every right and power which is required to be reserved and Franchisee, by its acceptance of this Franchise, agrees to be bound thereby and to comply with any action or requirements of the Board in its exercise of any such right of power enacted or established.

B. Neither the granting of this Franchise nor any of the provisions contained herein shall be construed to prevent the Board from granting any identical, or similar, Franchise to any person or corporation other than Franchisee.

SECTION 19. SEVERABILITY.

In the event any provision of this Agreement is rendered inoperative by virtue of the entry of a final judgment of a Court of competent jurisdiction, such event shall not affect any other provision of this Agreement that can be given effect without such inoperative provision and, for this purpose, the provisions of this Agreement are hereby declared to be severable.

SECTION 20. OFFICIAL NOTICES.

Notices concerning this Franchise Agreement and Franchise shall be sent to:

FOR THE COUNTY:

Clerk of the Board
Mohave County
P.O. Box 7000
Kingman, AZ 86402-7000
520-753-0731

FOR FRANCHISEE:

Robert Frisby
Beaver Dam Water Company Inc.
PO Box 550
Beaver Dam AZ 86432
520-347-5000

SECTION 21. EFFECTIVE DATE.

This Franchise shall take effect upon the date of approval by the Board.

Approved by the Mohave County Board of Supervisors this 16 day of

April, 2001.

For the Board:

Pete Byers
Chairman of the Board

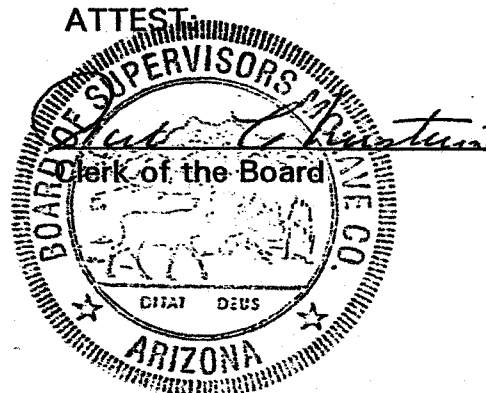
Accepted for Franchisee:

[Signature]

Approved as to form:

[Signature]
County Attorney

ATTEST:



FRANCHISE AGREEMENT BETWEEN MOHAVE COUNTY AND _____

ATTACHMENT "A"
LEGAL DESCRIPTION

AS THIS AGREEMENT SUPERSEDES ANY PREVIOUS FRANCHISE AGREEMENTS, THIS LEGAL INCLUDES AREAS PREVIOUSLY APPROVED BY THE BOARD OF SUPERVISORS AND ANY ANNEXATION AREAS THAT ARE REQUESTED (IF ANY)

ATTACHMENT "A"

Section 5, T.40 N., R.15 W.

$W\frac{1}{2}W\frac{1}{2}$ Gov't. Lot 2

$N\frac{1}{2}$ Gov't. Lot 3

Section 32, T.41 N., R.15 W.

$S\frac{1}{2}SW\frac{1}{4}$

$NW\frac{1}{4}SW\frac{1}{4}$ excluding $NE\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}SW\frac{1}{4}$

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Section 33, T.41 N., R.15 W.

$S\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$

$SE\frac{1}{4}SW\frac{1}{4}$

" B "

LEGAL DESCRIPTION

APPROXIMATELY 8,114 ACRES DESCRIBED AS FOLLOWS:

Of Township 40 North, Range 15 West, G.S.R.B. & M.:

Section 4: W 1/2 NW 1/4; W 1/2 SW 1/4

Section 5: All excluding NW 1/4 NE 1/4

Section 6: SE 1/4

Section 7: All

Section 8: All, excluding SE 1/4 SE 1/4

Section 17: NW 1/4; N 1/2 SW 1/4

Section 18: All, excluding SE 1/4 SE 1/4

Section 19: NW 1/4; N 1/2 SW 1/4; W 1/2 NE 1/4

Of Township 40 North, Range 16 West, G.S.R.B. & M.:

Section 13: SE 1/4

Section 24: All, excluding NW 1/4

Section 25: NW 1/4; N 1/2 NE 1/4

Section 26: All, excluding NW 1/4

Section 32: All, excluding Fairview Mobile Home Subdivision

Section 33: All, excluding SW 1/4 NW 1/4 and NE 1/4 NW 1/4 &
NW 1/4 NW 1/4

Section 34: All

Section 35: West 1/2; W 1/2 NE 1/4

Of Township 39 North, Range 16 West, G.S.R.B. & M.:

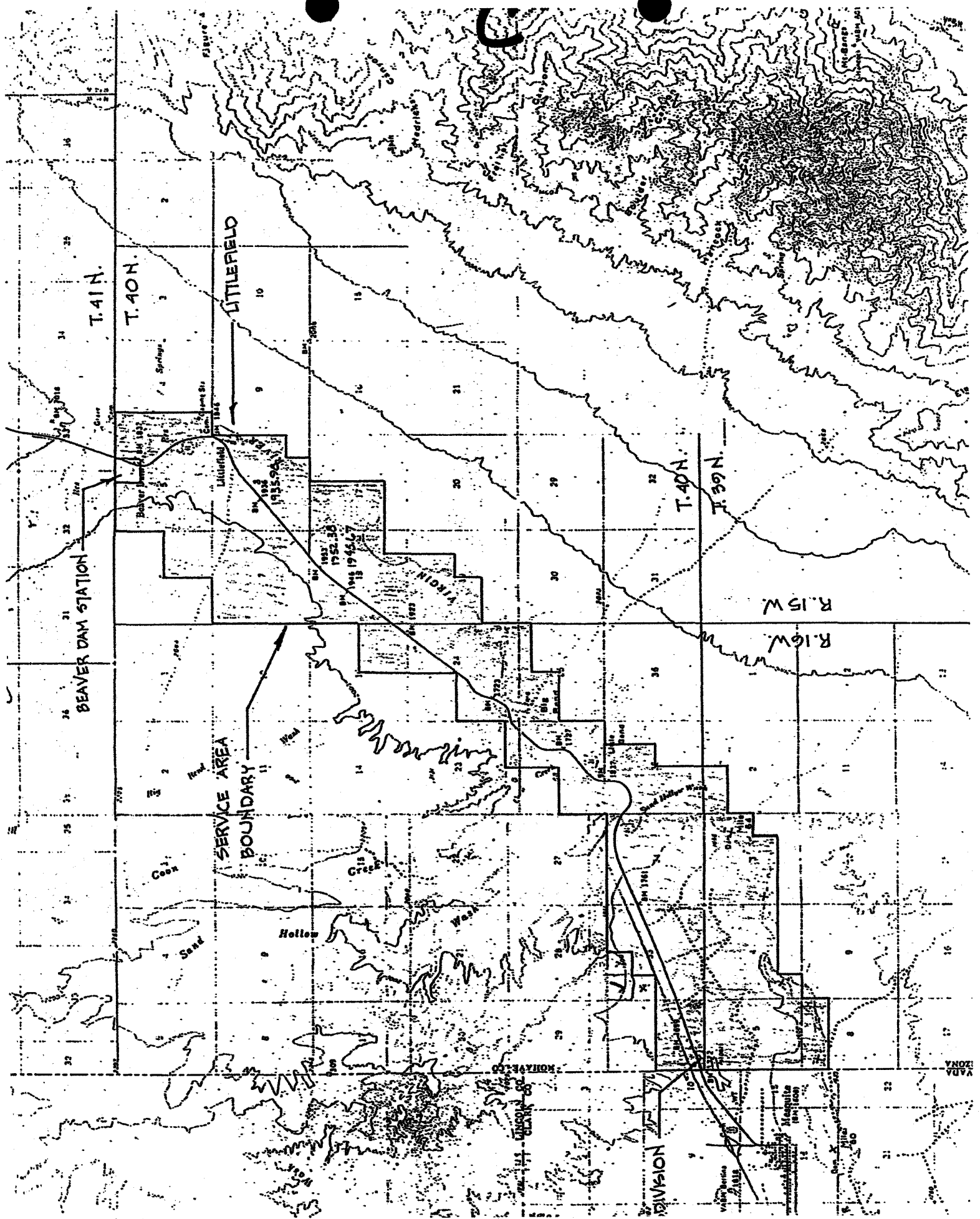
Section 2: N 1/2 NW 1/4

Section 3: N 1/2; N 1/2 SW 1/4, NW 1/4 SE 1/4

Section 4: All, excluding S 1/2 SE 1/4 and SE 1/4 SW 1/4.

Section 5: All

Section 8: N 1/2 NE 1/4; N 1/2 NW 1/4



NEW

"D"

DAVE CLIVE

**BOUNDARY DESCRIPTION
DAVE CLIVE SUBDIVISION
A PORTION OF
VIRGIN ACRES TRACT NO. 1**

Beginning at the Northwest Corner of Section 32, Township 41 North, Range 15 West, Gila and Salt River Base and Meridian; thence North $89^{\circ}49'22''$ East along the North Boundary Line of said Section 32 for a distance of 1392.53 feet; thence leaving said North Boundary Line South $30^{\circ}41'09''$ East 302.78 feet; thence South $55^{\circ}59'29''$ West 479.58 feet; thence South $89^{\circ}51'34''$ West 158.80 feet to the Northeast Corner of Lot 20, Block 142, Virgin Acres Tract No. 1; thence South $0^{\circ}06'02''$ East 131.94 feet to the Southeast Corner of said Lot 20; thence South $89^{\circ}52'07''$ West 82.48 feet to the Southwest Corner of said Lot 20; thence South $0^{\circ}06'03''$ East 131.93 feet; thence South $89^{\circ}52'40''$ West 164.96 feet; thence North $0^{\circ}06'04''$ West 131.90 feet to the Southeast Corner of Lot 17, Block 142, Virgin Acres Tract No. 1; thence South $89^{\circ}52'07''$ West 82.48 feet to the Southwest Corner of said Lot 17; thence North $0^{\circ}06'05''$ West 131.89 feet to the Northwest Corner of said Lot 17; thence South $89^{\circ}51'34''$ West 82.48 feet to the Southwest Corner of Lot 13, Block 143, Virgin Acres Tract No. 1; thence North $0^{\circ}06'05''$ West 263.74 feet; thence South $89^{\circ}50'28''$ West 577.36 feet to the West Boundary Line of said Section 32, said point also being the Southwest Corner of Lot 8, Block 144, Virgin Acres Tract No. 1; thence North $0^{\circ}06'09''$ West along said West Boundary Line 263.56 feet to the point of beginning. Containing 15.05 acres more or less.

LEGAL DESCRIPTION'S

New "E" Kim Merrihew

A PARCEL OF LAND LOCATED IN PORTIONS OF THE NORTH & SOUTH 1/2 OF SECTION 32 AND PORTIONS OF THE VIRGIN ACRES SUBDIVISION AS RECORDED IN THE MOHAVE COUNTY RECORDERS OFFICE, TOWNSHIP 41 NORTH, RANGE 15 WEST, GILA & SALT RIVER BASE AND MERIDIAN AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 32 (BRASS CAP) AND RUNNING THENCE N89°55'28"E, 1,839.30 FEET ALONG THE SECTION LINE; THENCE S28°59'59"E, 584.06 FEET; THENCE S27°04'49"E, 365.93 FEET; THENCE S17°13'27"E, 333.55 FEET; THENCE S25°12'42"E, 243.11 FEET; THENCE S32°57'49"E, 281.80 FEET TO THE CENTER SECTION LINE OF SAID SECTION 32; THENCE S00°09'27"E, 2,348.92 FEET ALONG THE CENTER SECTION LINE TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 32; THENCE N89°57'56"W, 747.21 FEET ALONG THE 1/16 LINE; THENCE N00°05'36"W, 264.05 FEET; THENCE N89°57'41"W, 165.00 FEET; THENCE N00°05'36"W, 132.03 FEET; THENCE N89°57'34"W, 82.50 FEET; THENCE N00°05'36"W, 132.04 FEET; THENCE N89°57'26"W, 82.52 FEET; THENCE N32°03'24"W, 311.66 FEET; THENCE N00°05'36"W, 132.12 FEET; THENCE S89°57'04"E, 165.00 FEET; THENCE N00°05'36"W, 132.04 FEET; THENCE N89°56'56"W, 174.96 FEET TO THE WEST LINE OF A 50.00 FOOT WIDE RIGHT OF WAY; THENCE N35°59'42"W, 290.42 FEET ALONG SAID RIGHT OF WAY; THENCE N33°45'54"W, 704.91 FEET ALONG SAID RIGHT OF WAY; THENCE S56°14'06"W, 69.68 FEET; THENCE N33°45'54"W, 200.00 FEET; THENCE S55°04'12"W, 39.37 FEET; THENCE N33°02'31"W, 952.24 FEET; THENCE S89°52'33"W, 112.01 FEET; THENCE N00°05'36"W, 1,176.63 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 156.369 ACRES MORE OR LESS. 156.122 ACRES MORE OR LESS EXCLUDING LOT 16, BLOCK 138 OF THE SAID VIRGIN ACRES SUBDIVISION.

RIGHT OF WAYS FOR INGRESS AND EGRESS TO AND THROUGH PARCEL

ROAD RIGHT OF WAY (FROM REBER TO MERRIHEW)

BEGINNING AT A POINT N89°46'43"W ALONG THE 1/16 LINE 536.31 FEET FROM THE SOUTHEAST CORNER OF THE NE1/4, SW1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 15 WEST, GILA AND SALT RIVER BASE & MERIDIAN, SAID POINT BEING ON THE WESTERLY LINE OF A 50 FOOT WIDE ROAD RIGHT OF WAY; THENCE RUNNING THENCE N34°01'41"W ALONG SAID RIGHT OF WAY LINE 1219.77 FEET; THENCE N35°59'42"W 348.30 FEET; THENCE N33°45'54"W 704.91 FEET; THENCE N56°14'06"E 50.00 FEET; TO THE EASTERLY LINE OF SAID ROAD RIGHT OF WAY; THENCE S33°45'54"E 703.94 FEET; THENCE S35°59'42"E 348.12 FEET; THENCE S34°10'41"E 1254.52 FEET; THENCE N89°56'43"W 60.37 FEET TO THE POINT OF BEGINNING. ALSO THE FOLLOWING DESCRIBED RIGHT OF WAY;

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE ABOVE DESCRIBED RIGHT OF WAY SAID POINT BEING S00°05'38"E 2605.227 FEET ALONG THE SECTION LINE AND N90°00'00"E 1241.778 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32, TOWNSHIP 41 NORTH, RANGE 15 WEST, GILA AND SALT RIVER BASE AND MERIDIAN AND RUNNING THENCE N54°49'03"E, 855.95 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET, ARC LENGTH OF 157.58 FEET, AND A CENTRAL ANGLE OF 090°17'03"; THENCE S35°28'00"E, 150.50 FEET; THENCE S54°49'03"W, 957.47 FEET; THENCE N35°59'42"W, 11.76 FEET; THENCE N33°45'54"W, 38.26 FEET TO THE POINT OF BEGINNING.

ALSO IT IS EXPRESSLY UNDERSTOOD BETWEEN GRANTORS AND GRANTEE HEREIN THAT THERE EXISTS ONLY A PRESCRIPTIVE RIGHT OF WAY TO AND FROM A PORTION OF THE PROPERTY HEREIN CONVEYED AND THE GRANTORS CONVEY ONLY THEIR RIGHTS OF USE TO SAID PRESCRIPTIVE RIGHT OF WAY. SAID RIGHT OF WAY RUNS FROM THE EXISTING OLD STATE HIGHWAY No. 91 TO AND FROM SAID PROPERTY AS THE SAME IS NOW EXISTING.

" F "

BEAVER DAM WATER COMPANIES 1 & 2

Mesquite Addition to County Franchise

NE1/4SE1/4, S1/2SE1/4, S1/2SW1/4, Section 3, Township 39 North, Range 16 West, G. & S. R. M., S1/2SE1/4, SE1/4SW1/4 Section 4, Township 39 North, Range 16 West, G. & S. R. M., all of the Fairview Mobile Home Subdivision located in Section 32, Township 40 North, Range 16 West, G. & S. R. M., W1/2NW1/4, NE1/4NW1/4 Section 33, Township 40 North, Range 16 West, G. & S. R. M.

Mesquite State Franchise

All of Section 3, 4, and 5 of Township 39 North, Range 16 West, G. & S. R. M., and all of Section 32, 33 and 34 of Township 40 North, Range 16 West, G. & S. R. M.

Seifert, Bill, Young, Wright, Palmer, Graco, Pratt, Merrihew and Clive addition to County Franchise

NE1/4SW1/4, SE1/4NW1/4, N1/2NW1/4, N1/2SW1/4NW1/4, SE1/4SW1/4NW1/4 Section 32, Township 41 North, Range 15 West, G. & S. R. M.